

Public Service Commission of South Carolina Tariff Summary Sheet as of August 23, 2010

Global Tel*Link Corporation
Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

Revision	Date Filed	Effective Date	# of Pages
E2010-226	8/18/10	8/23/10	6
Summary: The purpose of this reviseplaced with updated service described in the service describe		for Institutional Collect-Only Rates and	to delete celiain pages that were
E2009-386	11/9/09	11/16/09	3
Summary: Tariff revision to add a F	Regulatory and Carrier Cost Recove	ry Fee	
E2009-132	5/12/09	5/19/09	3
Summary: Tariff revision to increas	e the Single Bill Fee		
E2008-140	6/25/08	7/1/08	6
<u>Summary:</u> Tariff Revision to correct other minor textural changes at red		Commision contact information, add r	new deposit language and make
E2008-130	6/16/08	6/20/08	25
Summary: Replacement SC tariff for	r Global Tel*Link		

This tariff, So. Carolina Tariff No. 2 filed by Global Tel*Link Corporation, cancels and replaces, in its entirety, the So. Carolina Tariff No. 1, which is currently on file with the Commission

TITLE PAGE

GLOBAL TEL*LINK CORPORATION TARIFF

OF

Global Tel*Link Corporation

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for inmate service provider telecommunications services provided by Global Tel*Link Corporation ("GTL") within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission.

Main Customer Service: (877) 650-4249 (N)
Customer Service for Advance Pay Service: (866) 230-7761 (N)

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	
1	1 st Rev.	
2	4 th Rev.	*
3	Original	
4	Original	
5	Original	
6	1 st Rev.	
7	Original	
8	Original	
9	Original	
10	1 st Rev.	
11	Original	
12	Original	
13	1 st Rev.	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	1 st Rev.	*
19.1	Original	*
20	1 st Rev.	*
21	1 st Rev.	*
22	Original	
23	Original	
24	1 st Rev.	
25	Original	

^{* -} indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- **(D)** Delete or discontinue.
- (I) Change Resulting in an increase to a Customer's bill.
- (M) Moved from another tariff location.
- (**N**) New
- **(R)** Change resulting in a reduction to a Customer's bill.
- (T) Change in text or regulation but no change in rate or charge.

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TARIFF FORMAT

- **A.** Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a).

2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).
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D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Global switching center or point of presence.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposed.

Automated Collect Calls - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Commission - The South Carolina Public Service Commission.

Company - Used throughout this tariff to refer to Global Tel*Link Corporation, unless otherwise clearly indicated by the context.

Confinement or Correctional Institutions - Used throughout this tariff to refer to prisons, jails, penal facilities or other Institutions used for penalty purposes which contract with the Company for the provision of service for use by their inmate population.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Inmates - The jailed population of correctional Institutions who are authorized by the Institution to use such service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (i.e., billed to a third party) or prepayment by the Inmate.

Institution - Used throughout this tariff to refer to correctional Institutions.

Institutional Telephone - A coinless telephone instrument that allows Inmates to place collect and prepaid calls at the instrument.

ORS – Office of Regulatory Staff.

(N)

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished to correctional Institutions in South Carolina for communications originated by inmates of the Institutions. The Company, through its call processing equipment, only provides automated collect, prepaid and debit inmate calling services. This tariff encompasses only those services provided between locations within the State of South Carolina. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week, subject to restrictions and limitations of service imposed by the correctional Institution.

The Company installs, operates, and maintains the communications services provided herein for Inmates in accordance with the terms and conditions set forth in this tariff and through contract with the Institution. The Company may act as the correctional Institution's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Institution, to allow connection of an Institution's location to the Company's network.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations

- **2.2.1** The Company provides calling services to inmates of confinement/correctional Institutions.
- **2.2.2** Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- **2.2.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- **2.2.4** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.
- **2.2.6** Service may otherwise be limited at the request of the Institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company

- 2.4.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- **2.4.3** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- **2.4.4** Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the charge to the Customer for the interrupted call.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits and Advance Payments

2.5.1 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer. All requests for deposits will conform to SC PSC regulation 103-621.

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2.5.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, Gross Receipts Tax, and Telecommunications Relay Service Fund (TRS). All applicable taxes and fees are billed as separate line items and are not included in the rates quoted in this tariff.

A. Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay or Institutional telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay or Institutional telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay or inmate telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call \$0.56

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between the Company and the Subscriber. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer by the Company.

For operator assisted and Institutional service calls, all charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, or other billing service.

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

All billing disputes are subject to the review and authority of the South Carolina Public Service Commission which may be reached at the following address:

Office of Regulatory Staff 1441 Main Street, Suite 300 Columbia SC, 29201 Toll Free: (800) 922-1531

Online Customer Inquiries: www.regulatorystaff.sc.gov

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Refusal or Discontinuance by Company

- **2.9.1** The Company may refuse or discontinue service to the Customer or Subscriber for any of the following reasons:
 - **A.** For failure of the Customer to pay a bill for service when it is due.
 - **B.** For violation of any of the Company's rules on file with the Commission.
 - **C.** For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
 - **D.** For Subscriber's breach of the contract for service between the Company and the Subscriber.
 - **E.** For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
 - **F.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
 - **G.** In the event of tampering with the Company's equipment.
 - **H.** In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
 - I. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - **J.** In the event of fraudulent use of the service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

2.11 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement Institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The Institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the Institution.

2.12 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, NCIC hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing practices, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company provides automated operator assisted calling services for use by Inmates or other incarcerated persons in prisons, jails or other Correctional Institutions for communications originating and terminating within the State of South Carolina. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering and call duration. Customers are billed based on their use of the Company's services and network.

3.2 Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- **3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- **3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- **3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Institutional Operator Assisted Calling

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with Institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided to inmates of Institutions, the following special conditions apply:

- 1. Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- 2. At the request of the Institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- 3. At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- 4. At the request of the Institution, the Company may block inmate access to specific telephone numbers.
- 5. Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
- 6. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- 7. At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- 8. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 **Institutional Operator Assisted Calling, (Cont'd.)**

Institutional Collect-Only Rates – Option A 3.3.1

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A. **Local Services Rates and Charges**

1. **Usage Charge**

Local Station to Station, per call, flat rate:

\$2.60

В. **IntraLATA Services Rates and Charges**

1. **Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) **(T)**

minute billing increment.

Station-to-Station, per minute rate \$0.33

2. **Service Charges**

Operator Station Collect Service Charge: \$2.50

C. **InterLATA Services Rates and Charges**

1. **Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) **(T)** minute billing increment.

Station-to-Station, per minute rate \$0.55

2. **Service Charges**

Operator Station Collect Service Charge: \$3.95

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Institutional Operator Assisted Calling, (Cont'd.)

3.3.2 **Institutional Collect-Only Rates – Option B** (N) A. **Local Services Rates and Charges** 1. **Usage Charges** Service is billed in five (5) minute increments, following an initial one (1) minute billing increment. First minute: \$0.50 Each additional 5 minute increment or any portion thereof: \$0.25 2. **Service Charges** Operator Station Collect Service Charge: \$0.70 В. **IntraLATA and InterLATA Services Rates and Charges** 1. **Usage Charges** Service is billed in one (1) minute increments following an initial one (1) minute billing increment.

2. Service Charges

Station-to-Station, per minute rate

Operator Station Collect Service Charge:

\$2.50

(N)

\$0.33

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Advance Pay Accounts

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up a Advance Pay Account with the Called Party (Customer) for payment of collect calls placed from institutions served by Global Tel*Link. Funds in the Customer's Advance Pay account may only be used for payment of collect calls placed by inmates to telephone numbers specified by the Customer. Establishment and maintenance of an Advance Pay Account is required to complete collect calls to Customers served by local exchange carriers with which the Company does not have an existing direct billing and collection agreement.

The minimum amount required to set up the Advance Pay Account is \$25.00. Upon request, and after the required minimum payment is received, the Company will provide the Customer with a personal identification number (PIN) and a toll-free number to call in order to set up the account information, including the permissible numbers that the inmate may call.

Additional payments will be accepted with a \$50.00 payment maximum. Initial and additional payments into the account may be made by cash, check, credit card or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

When an inmate places a call, the Customer is informed of both the caller's identity and the account balance prior to accepting the call. Customers may also contact the Company's toll-free customer service number for account balance information at any time.

If the Advance Pay Account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the Advance Pay Account is replenished.

The Customer may close the Advance Pay Account at any time. At the written request of the Customer (usually upon release of an inmate from an institution), any remaining balance in the Account will be refunded to the Customer after deducting any call charges, applicable taxes and transaction fees incurred during the current billing cycle. Advance Pay Accounts will be automatically dissolved following three months of zero activity (i.e., no calls placed, no account replenishment, no customer service inquiries.)

All security measures and inmate calling restrictions as set forth elsewhere in this tariff are also applicable for any calls made using an Advance Pay Account.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Advance Pay Accounts, (Cont'd.)

3.5.1 Rates and Charges

- **A. Option 1 -** Advance Pay Customers' rates and charges are the same as those set forth in the Company's Institutional collect call rate schedules.
- **B. Option 2 -** Rates and charges for Advance Pay Accounts are provided at a discount, per request of a correctional facility.

3.6 Institutional Prepaid Operator Assisted Calling

3.6.1 Prepaid Debit Accounts

With a Prepaid Debit Account, each inmate has the option to transfer funds from his/her personal account to his/her telephone account. This is accomplished by facility personnel or through a direct interface between the commissary system and/or booking account and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN.) When the inmate places a call, he/she has the option of calling collect or prepaid/debit. Once debit is selected, the inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the entity managing the account, e.g., JMS, facility, commissary, etc. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Debit Account is refundable upon request. after release of the inmate from the Confinement Institution. The Available Usage Balance expires three months from the date of the last activity on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

3.6.2 Rates and Charges

- **A. Option 1 -** Rates and charges for Prepaid Debit Accounts are the same as those set forth in the Company's institutional collect call rate schedules.
- **B. Option 2 -** Rates and charges for Prepaid Debit Accounts are provided at a discount, per request of correctional facility.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 **Miscellaneous Charges**

Single Bill Fee 3.7.1

An undiscountable fee will apply to Customer's telephone bill each month in which local or long distance collect calls are accepted and billed on the Customer's local telephone bill. This fee is for the purpose of offsetting Company's billing and regulatory expenses associated with the services offered. This fee will be charged once per billing period regardless of the number of calls accepted. The fee will not apply in any billing period in which no collect calls are accepted. This fee does not apply to prepaid services paid for by commercial credit card or other means, or for prepaid services billed directly to the Customer by the Company.

Single Bill Fee, per month where applicable

\$3.49

(I)

3.7.2 **Biometric Service Charge**

Biometric Service is an optional service that provides validation of an inmate's identity through unique personal verification, such as, but not limited to, voice verification technology, for purposes of improved security and reduced potential fraud and Customer harassment by inmates. This charge applies to automated calls placed by inmates of correctional facilities when such calls are provided through the Company's own processing equipment. Where Biometric Service is requested by correctional facilities, this charge applies in addition to all applicable Institutional rates and charges specified in this tariff.

Α. **Biometric Service Charge**

Charge per call, up to *

\$0.45

Where requested by correctional facility

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Miscellaneous Charges, (Cont'd.)

3.7.3 Regulatory and Carrier Cost Recovery Fee

In addition to charges for service, the Company reserves the right to impose a Regulatory and Carrier Cost Recovery Fee as a flat fee once per month or as a percentage of an intrastate call, depending on the manner in which a customer is billed for charges, in order to partially recover expenses incurred with regard to operating as a regulated entity within the state. Costs include, but are not limited to, such items as expenses associated with billing, collecting and remitting state USF as applicable, complying with mandatory state filings and reporting obligations, state regulatory fees, expenses for state regulatory proceedings and compliance, portions of local and state property taxes associated with intrastate calling and other non-income-tax related tax costs associated with intrastate calling and compensating other carriers for terminating calls within the state using their facilities. This fee may vary as a result of fluctuations in the cost of regulatory compliance, but shall not exceed the amounts shown below.

A. Regulatory and Carrier Cost Recovery Fee

Collect calls billed to local exchange carrier or billed directly by Company:

Per Month: \$1.99

Prepaid and Debit calls:

Per Call: Up to 8%

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